
State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
TOI/Sub-TOI:	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)		
Product Name:	Commercial Fire		
Project Name/Number:	/CF DC05912ICF01		

Filing at a Glance

Company:	Scottsdale Indemnity Company
Product Name:	Commercial Fire
State:	District of Columbia
TOI:	01.0 Property
Sub-TOI:	01.0001 Commercial Property (Fire and Allied Lines)
Filing Type:	Form
Date Submitted:	09/03/2015
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SERFF Status:	Submitted to State
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Effective Date	On Approval
Requested (New):	
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Requested (Renewal):	
Author(s):	Dawn Weirich
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

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General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number: CF DC05912ICF01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/03/2015	
State Status Changed:	Deemer Date:
Created By: Dawn Weirich	Submitted By: Dawn Weirich
Corresponding Filing Tracking Number:	

Filing Description:

Scottsdale Indemnity Company is submitting one new form for our Commercial Fire Program. We request that this filing be approved for use with policies upon approval .

Please see the attached CFI-97 (5-15) Commercial Property Broadened Coverages Endorsement - New. This form was developed to broaden coverages above what is available in ISO forms.

Company and Contact

Filing Contact Information

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Scottsdale, AZ 85261	

Filing Company Information

Scottsdale Indemnity Company	CoCode: 15580	State of Domicile: Ohio
PO Box 4110	Group Code: 140	Company Type:
Scottsdale, AZ 85261	Group Name: Nationwide	State ID Number:
(800) 423-7675 ext. [Phone]	FEIN Number: 31-1117969	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Commercial Porperty Broadened Coverages Endorsement	CFI-97	5-15	END	New		0.000	CFI-97 (5-15).pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL PROPERTY BROADENED COVERAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS—SPECIAL FORM**

The Broadened Coverages listed below are granted by us as additions to your insurance policy.

SCHEDULE OF LIMITS

Coverage	Limit of Insurance	Adjusted Limit of Insurance
Debris Removal	\$ 25,000	\$
Fire Department Service Charge	\$ 10,000	\$
Arson Reward	\$ 25,000	\$
Newly Acquired or Constructed Property—Buildings	\$500,000	\$
Newly Acquired or Constructed Property—Business Personal Property	\$250,000	\$
Personal Effects and Property of Others	\$ 25,000	\$
Valuable Papers and Records—Other Than Electronic Data	\$ 25,000	\$
Property Off-Premises	\$ 50,000	\$
Outdoor Property	\$ 10,000	\$
Accounts Receivable	\$ 25,000	\$
Electronic Data Processing Data and Media	\$ 25,000	\$
Money and Securities	\$ 25,000	\$
Property In Transit	\$ 50,000	\$
Building Ordinance: Coverage A	Building Limit	Building Limit
Building Ordinance: Combined Coverage B & C	\$ 75,000	\$
Backup of Sewers and Drains	\$ 10,000	\$
Claim Expense	\$ 10,000	\$
Tenant Building Glass	\$ 10,000	\$
Extra Expense	\$ 25,000	\$

The limits shown on this Schedule may be subject to limitations as described in the endorsement. Please refer to the individual coverages. If a limit is shown in the **Adjusted Limit of Insurance** column, that limit will be the actual limit for that coverage. If the **Adjusted Limit of Insurance** column shows Not Covered, then no coverage will be provided for that item regardless of any limit shown under the **Limit of Insurance** column.

The Coverage Form to which this Commercial Property Broadened Coverages Endorsement applies is extended to insure against direct physical loss or damage for the Broadened Coverages provided on this Commercial Property Broadened Coverages Endorsement.

I. Endorsement Provisions

A. Limits of Insurance

The Limits of Insurance shown for the coverages provided by this Commercial Property Broadened Coverages Endorsement may be increased, decreased or not covered if amended by the **Adjusted Limit of Insurance** column. Any amount shown in the **Adjusted Limit of Insurance** column is the actual limit for that coverage and is not in addition to the limit shown in the **Limit of Insurance** column.

Except where individual coverages provide specific direction for the application of limits:

1. The **Limit of Insurance** or **Adjusted Limit of Insurance** for each Broadened Coverage applies separately for each premises described on the Property Coverage Part Supplemental Declarations regardless of the number of buildings;
2. The actual limits shown on this form are per occurrence; and
3. The actual limits shown on this form are in addition to the limits provided on the Property Coverage Part Supplemental Declarations unless otherwise specified.

B. Deductible

For the purposes of this Commercial Property Broadened Coverages Endorsement, the deductible per occurrence is five hundred dollars (\$500) per coverage subject to a maximum of one thousand dollars (\$1,000) any one occurrence.

If this deductible, and one or more of the deductibles listed in the policy Property Coverage Part Supplemental Declarations apply on the same occurrence, this deductible will apply separately.

C. Coinsurance

Coinsurance does not apply to any of the coverages provided under this Commercial Property Broadened Coverages Endorsement unless specified in the individual coverage. The limits and coverages included in this Commercial Property Broadened Coverages Endorsement will also not be considered when evaluating coinsurance for the other items covered under your policy.

D. Policy Provisions

Except where noted within this Commercial Property Broadened Coverages Endorsement, policy terms and conditions apply to the Broadened Coverages provided by this endorsement. This includes, but is not limited to, exclusions, limitations, and protective safeguard endorsements. For the purposes of this Commercial Property Broadened Coverages Endorsement, safeguard endorsements apply when the failed safeguard would have reasonably prevented, deterred, or limited the loss.

The following amendments are applicable to the Coverage Forms as stated below and are not additional coverages.

II. Coverages

- A. Under the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, section **A. Coverage**, subsection **1. Covered Property** is amended as follows:

1. Paragraph **a.(5)(b)** is replaced by:

Materials, equipment, supplies and temporary structures, on or within one thousand (1,000) feet of the described premises, used for making additions, alterations or repairs to the building or structure.

2. The first paragraph of **b. Your Business Personal Property** is replaced by:

Your Business Personal Property consists of the following property located in or on the building described on the Commercial Property Part Supplemental Declarations or in the open (or in a vehicle) within one thousand (1,000) feet of the described premises:

3. Paragraph **c. Personal Property of Others**, subparagraph **(2)** is replaced by:

Located in or on the building or structure described on the Property Coverage Part Supplemental Declarations or in the open (or in a vehicle) within one thousand (1,000) feet of the building or structure or within one thousand (1,000) feet of the premises described on the Property Coverage Part Supplemental Declarations, whichever distance is greater.

III. Additional Coverages

- A. Section **A. Coverage** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, subsection **4. Additional Coverages** is amended as follows:

1. The limit shown under paragraph **a. Debris Removal** subparagraph **(3)(b)** is deleted and replaced with the limit shown in the Schedule of Limits of this endorsement.

2. Paragraph **c. Fire Department Service Charge** is replaced by:

- c. When the fire department is called to save or protect **Covered Property** from a Covered Cause of Loss, we will pay up to the limit shown in the Schedule of Limits of this endorsement for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Broadened Coverage.

- B. Under the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, section **A. Coverage**, the following are added to subsection **4. Additional Coverages**:

1. **Arson Reward**

If **Covered Property** sustains direct physical loss or damage caused by or resulting from a Covered Cause of Loss, and the origin of such loss is determined to be arson committed by an individual or individuals, we will reimburse the insured, up to the limit provided for **Arson Reward** coverage, for payment of a reward to the person or persons who provides information that leads to the arrest and conviction of the individuals responsible for the loss.

The most we will pay for each occurrence is the **Limit of Insurance** shown in the Schedule of Limits of this endorsement. This limit applies once per covered cause of loss regardless of the number of persons providing information that leads to the arrest and conviction of the responsible parties.

No deductible applies to this Broadened Coverage. No reward payment will be paid when the insured is the informant.

2. Claims Expense

We will pay for the following expenses you incur to prepare a claim:

- a. The cost of taking inventories;
- b. The cost of making appraisals; and
- c. The cost of preparing a statement of loss and other supporting exhibits.

We will not pay for any expenses billed by and payable to independent or public insurance adjusters or for expenses to prepare claims not covered by this policy, or for any wages you pay your employees to prepare claims, including the preparation of information to prepare claims.

The most we will pay for loss or damage is the limit shown in the Schedule of Limits of this endorsement.

IV. Coverage Extensions

- A. Under the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, section **A. Coverage**, paragraph **5. Coverage Extensions** is amended as follows:

1. Paragraph **a. Newly Acquired Or Constructed Property**, subparagraph **(1) Buildings** is amended by:

The most we will pay for loss or damage is the limit shown in the Schedule of Limits of this endorsement at each building.

2. Paragraph **a. Newly Acquired Or Constructed Property**, subparagraph **(2) Your Business Personal Property**, item **(a)** is amended by:

The most we will pay for loss or damage is the limit shown in the Schedule of Limits of this endorsement at each building.

3. Paragraph **b. Personal Effects And Property of Others** is replaced by:

b. Personal Effects And Property of Others

You may extend the insurance that applies to **Your Business Personal Property** to apply to:

- (1)** Personal effects owned by you, your officers, your partners or members, your managers, your employees or your volunteers.
- (2)** Personal property of others in your care, custody or control.

The most we will pay for loss or damage for property owned by any one person and at each described premises is per the limit shown in the Schedule of Limits of this endorsement. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

4. Paragraph **c. Valuable Papers And Records (Other Than Electronic Data)**, subparagraph **(4)** is replaced by:

- (4)** The most we will pay to replace or restore the lost information is the limit shown in the Schedule of Limits of this endorsement at each described premises. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (where there is a duplicate) for the cost of labor to transcribe or copy

the records. The costs of blank material and labor are subject to the applicable **Limit of Insurance on Your Business Personal Property** and therefore coverage of such costs is not additional insurance.

For valuable papers and records not at the described premises, the most we will pay is the limit shown in the Schedule of Limits of this endorsement.

5. Paragraph **d. Property Off-premises**, subparagraph **(3)** is replaced by:

(3) The most we will pay for loss or damage is the limit shown in the Schedule of Limits of this endorsement.

6. Paragraph **e. Outdoor Property** is replaced by:

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), signs, trees, shrubs, plants, lawns, and playground equipment, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss. The most we will pay for loss or damage is the limit shown in the Schedule of Limits of this endorsement, but not more than five hundred dollars (\$500) for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

- B.** The following are added to the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, section **A. Coverage**, paragraph **5. Coverage Extensions**:

1. Accounts Receivable

- a.** You may extend the insurance that applies to **Your Business Personal Property** to apply to accounts receivable. We will pay:

- (1)** All amounts due from your customers that you are unable to collect;
- (2)** Interest charges on the loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3)** Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (4)** Other reasonable expenses that you incur to reestablish your records of accounts receivable.

- b.** The most we will pay for loss or damage in any one occurrence at the described premises is the limit shown in the Schedule of Limits of this endorsement.

For accounts receivables not at the described premises, the most we will pay is the limit shown in the Schedule of Limits of this endorsement.

2. Electronic Data, Processing Data, and Media

You may extend the insurance that applies to **Your Business Personal Property** and **Personal Property of Others**:

- a.** To apply to your costs to research, replace or restore the lost information on lost or damaged "electronic data processing data and media" for which duplicates do not exist. The loss or damage to the "electronic data processing data and media" must be caused by a Covered Cause of Loss.

- b. The most we will pay in any one occurrence for loss or damage to “electronic data processing data and media” is the limit shown on the Schedule of Limits of this endorsement:

(1) At or within one thousand (1,000) feet of the described premises;

(2) At any other location where the insurance provided for **Your Business Personal Property** and **Personal Property of Others** applies, including while in transit.

- c. The following **CAUSES OF LOSS—SPECIAL FORM** Exclusion does not apply to this “Electronic Data Processing Data and Media” Broadened Coverage:

Exclusion **2.d.(6)** Mechanical breakdown.

- d. The following is added to the **CAUSES OF LOSS—SPECIAL FORM**, section **B. Exclusion** paragraph **1.**, to this “Electronic Data Processing Data and Media” Broadened Coverage:

Programming errors or faulty machine instructions.

3. Theft of Money and Securities

- a. We will pay up to the limit shown on the Schedule of Limits of this endorsement for loss of “money” and “securities” inside the premises or banking premises or outside your premises in the care and custody of a “messenger”:

(1) Resulting directly from “theft” committed by a person present inside such premises or banking premises; or

(2) Resulting directly from disappearance or destruction.

- b. We will pay for loss from damage to the premises or its exterior resulting directly from an actual or attempted “theft” of “money” and “securities,” if you are the owner of the premises or are liable for damage to it.

- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the premises resulting directly from an actual or attempted “theft” of or unlawful entry into those containers.

4. Property In Transit

Under Section **F. Additional Coverage Extensions** of the **CAUSES OF LOSS—SPECIAL FORM**, paragraph **1. Property In Transit**, subparagraph **(c)** is replaced by:

(c) The most we will pay for the loss or damage is the limit shown on the Schedule of Limits of this endorsement.

5. Building Ordinance or Law Coverage

This Broadened Coverage is not subject to the terms of the **Ordinance Or Law Exclusion** in the **CAUSES OF LOSS—SPECIAL FORM**, to the extent that such Exclusion would conflict with the provisions of this Broadened Coverage.

- a. If a Covered Cause of Loss occurs to covered Building property and the loss is as a consequence of enforcement of any laws or ordinances that are in force at the time of the covered loss which regulates the demolition, construction, repair of covered building or establishes zoning or land use requirements at the described premises, we will pay for:

Coverage A—Loss To The Undamaged Portion Of The Building

The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;

Coverage B—Demolition Cost Coverage

Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property;

Coverage C—Increased Cost of Construction

- (1) Repair or reconstruct the damaged or destroyed portions of the building or structure; and
 - (2) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:
 - (a) The same premises or on another premises if you so elect. However, if you rebuild at another premises, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same premises; or
 - (b) Another premises if the relocation is required by the ordinance or law. The most we will pay is the increased cost of construction at the new premises.
- b. We will not pay for any:
- (1) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
 - (2) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;
 - (3) Loss due to any ordinance or law that:
 - (a) You were required to comply with before the loss, even if the building was undamaged; and
 - (b) You failed to comply with;
 - (4) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the covered loss; or
 - (5) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.
- c. If:
- (1) The building or structure is damaged by a loss covered under this policy;
 - (2) There is other physical damage that is not covered under this policy; and
 - (3) The building damage in its entirety results in enforcement of ordinance or law;

then we will not pay the full amount of the loss under this coverage. Instead, we will pay only that proportion of such loss; meaning the proportion that the covered loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this policy and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Coverage Form even if the building has also sustained damage by a covered loss.

- d. Coverage **A** is included within the **Limit of Insurance** shown in the Declarations as applicable to the covered building. Coverage **A** does not increase the **Limit of Insurance**.

The most we will pay at each described premises for Demolition Cost and Increased Cost of Construction is the combined limit shown for Coverages **B** and **C** on the Schedule of Limits of this endorsement.

Each of these Coverages is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Coverages.

6. Water Backup Or Overflow Of Sewers And Drains

- a. We will pay for direct physical loss or damage to **Covered Property** caused by or resulting from water that backs up or overflows or is otherwise discharged from a sewer, drain, sump or sump pump.

The most we will pay is the limit shown on the Schedule of Limits of this endorsement.

- b. Under the **CAUSES OF LOSS—SPECIAL FORM**, subsection **B. Exclusions**, paragraph **g.(3)** (Water that backs up or overflows or is otherwise discharged from a sewer, drain or sump) is deleted for the purposes of this Broadened Coverage only.

7. Tenant Building Glass

We will pay for direct physical loss of or damage to building glass at the building shown in the Schedule caused by or resulting from a Covered Cause of Loss shown in the Schedule, provided that:

- a. You are a tenant of the building shown in the Schedule; and
- b. You have a contractual responsibility to insure the building glass, or a contractual responsibility to pay for loss or damage to that property.

8. Extra Expense

We will pay for extra expense you sustain during the “restoration period” due to direct physical loss of or damage to building property or business personal property. The loss or damage must be caused by or result from a Covered Cause of Loss.

- a. This coverage applies only when the loss to building property or business personal property is at covered locations or in the open (or in vehicles) within one thousand (1,000) feet thereof.
 - (1) We cover the necessary extra expense that you incur in order to resume or continue your “operations” as nearly as practicable.
 - (2) We cover only extra expenses that are necessary during the “restoration period.”
 - (3) We cover extra expense to repair, replace, or restore any property, but only to the extent that they reduce the loss otherwise payable under the Coverage Part.
 - (4) We cover extra expense to research, replace, or restore information or damaged valuable papers and records, but only to the extent that they reduce the loss otherwise payable under the Coverage Part.

- (5) We extend this extra expense coverage to include loss while access to covered locations is specifically denied by an order of civil authority. This order must be a result of damage to property other than at covered locations and caused by a Covered Cause of Loss. This civil authority Broadened Coverage is limited to two consecutive weeks from the date of the order.
- b. The amount of extra expense coverage will be determined based on the experience of your "operations" before the loss and the probable experience had no loss occurred:
 - (1) The salvage value of any property bought for temporary use shall be deducted from the amount of loss determined for extra expense.
 - (2) We do not pay for any increase in loss due to your failure to use reasonable effort to resume all or part of your "operations." This includes making use of other locations and property to reduce the loss.
 - (3) If your "operations" are not resumed as soon as possible or if it is not resumed at all, the value of loss payment is based on the period of time it would have otherwise taken to resume your "operations" as soon as possible.

V. Additional Definitions

With respect to this endorsement, the following definitions apply:

- 1. "Electronic data processing data and media"
 - a. "Electronic data processing data and media" means the following:
 - (1) Data stored on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic data processing recording or storage media such as hard or floppy disks, CDs, DVDs, flash memory, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment;
 - (2) The electronic media on which the data is stored; and
 - (3) Programming records and instructions used with "electronic data processing equipment."
 - b. "Electronic data processing data and media" does not mean:
 - (1) Prepackaged software;
 - (2) Property that you manufacture or hold for sale; or
 - (3) Property that is licensed, leased, or rented to others.
- 2. "Messenger" means you, or a relative of yours, or any of your partners or members, or any employee while having care and custody of property outside the premises.
- 3. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 4. "Operations" means your business activities occurring at the described premises.
- 5. "Restoration period" means the time it should reasonably take to resume your "operations" starting from the date of loss to covered locations caused by a covered peril, and ending on the date the property should be rebuilt, or replaced with reasonable speed and similar quality.

This is not limited by the expiration date of the policy. This does not include increase in time due to the enforcement of any ordinance, law, or decree that:

- a. Regulates the construction, use, repair, or demolition of any property; or
 - b. Requires the testing, evaluation, observing, or recording the existence, level, or effects of pollutants.
- 6. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money."
- 7. "Theft" means the unlawful taking of property to the deprivation of the Insured.

All other provisions of the policy apply.

AUTHORIZED REPRESENTATIVE

DATE

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TOI/Sub-TOI:	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)				
Product Name:	Commercial Fire				
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Rate Information

Rate data does NOT apply to filing.

State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
TOI/Sub-TOI:	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)		
Product Name:	Commercial Fire		
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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	